

WEBSTER'S TEA
Terms of Trade

Please fill in Section 16 on page two and return back to us via email
ash@websterstea.co.nz

1 Definitions

In these Terms of Trade unless the context otherwise requires:

- Company means Mr. Tea Limited T/A Webster's Tea.
- Company Property means any goods supplied to the Customer.
- Contract means the contract between the Company and the Customer for the purchase of the Products and includes these Terms of Trade.
- Customer means the person or company buying the Products from the Company.
- Invoice means a GST invoice provided by the Company to the Customer, and which specifies the Products to be purchased by the Customer from the Company.
- Intellectual Property means all intellectual property rights and interests, whether registered or not and whether registrable or not, including copyright, trade marks, service marks, designs, business names and trade names.
- Minimum Order Quantity (MOQ) means the minimum amount of Products that must be ordered for the Company to provide complimentary freight. The minimum quantity may change depending on the location of the destination.
- Price means the price of Products as agreed between the Customer and the Company and specified in the relevant Price List or Invoice.
- Products means the goods and products being purchased by the Customer from the Company.
- Price List means a list of the Company's current prices of Products on sale to the Customer.

2 Orders

- 2.1 The Customer may order Products from the Company in such a manner as the Company directs from time to time.
- 2.2 A minimum order may apply as notified to the Customer by the Company from time to time.
- 2.3 The Customer is liable for any forged or fraudulent purchase orders issued by, or that purport to be issued by, the Customer.

3 Terms and Conditions

- 3.1 These Terms of Trade (as may be amended from time to time pursuant to clause 3.2) will apply to all orders for the Products made by or on behalf of the Customer after the date and time at which these Terms of Trade are first delivered or sent by email to, or otherwise brought to the notice of, any employee, staff member or representative of the Customer. It is the Customer's responsibility to ensure that these Terms of Trade are promptly brought to the attention of the appropriate staff of the Customer.
- 3.2 The Company may amend these Terms of Trade at its discretion (acting reasonably) from time to time, by notice in writing to the Customer. Any such amendment to will be binding on the Customer 14 days after the Company notifies the Customer of the amendment (by any reasonable means the Company chooses).

4 Price

- 4.1 The Price for any Products ordered by the Customer will be set out in the Price List. Otherwise, the Price will be the Company's current price for the relevant Products as at the date of order of those Products.
- 4.2 Time for payment for the Products will be of the essence and will be stated on the Invoice. If no time is stated then payment must be made in accordance with clause 5.2 of these Terms of Trade.

5 Payment

- 5.1 Payment must be made by cash or by direct credit to the Company's nominated bank account, or by any other method as agreed to between the Customer and the Company in writing prior to supply of the Products.
- 5.2 Subject to any provision to the contrary in the Contract, payment must be received by the date on the Invoice for the Products, which will be issued promptly on or after delivery of the Products.
- 5.3 The Customer agrees that any debt collection costs, administration fees, legal costs or any other costs incurred by the Company in respect of any late payment by the Customer will be payable by the Customer.
- 5.4 Without limiting any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Products to the Customer and any of its other obligations under these Terms of Trade. The Company will not be liable to the Customer for any loss or damage (whether direct or indirect) that the Customer suffers because the Company exercised its rights under this clause.
- 5.5 In the event that:
 - a. any money payable to the Company becomes overdue; or
 - b. the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - c. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer,

then without limiting the Company's other remedies at law the Company will be entitled to cancel all or any part of any order of the Customer that remains unperformed and all amounts owing to the Company will, whether or not due for payment, immediately become payable.

6 Reservation of Title & Risk

- 6.1 Ownership and title of the Products remains with the Company until the Price and all other monies owing by the Customer to the Company, under the Contract have been paid in full.
- 6.2 The Company will, at all times, retain ownership and title of any Company Property supplied to the Customer, and the Company may, at any time, require the immediate return of any Company Property at the Customer's expense.
- 6.3 While the Products remain the property of the Company:
 - a. the Customer agrees to ensure that all such Products are clearly identifiable as the property of the Company;
 - b. the Company may recover and/or sell any of the Products already delivered to the Customer;
 - c. the Company or its agents may enter the Customer's premises to access the Products for the purpose of recovering and/or selling the Products;
 - d. the Company will not be responsible for any damage caused while entering the Customer's property and recovering the Products and the Customer will waive any rights it may have against the Company for the cost of any such damage;
 - e. if the Company recovers the Products from the Customer and sells them for a price below the amount owed to the Company by the Customer, the Company may claim the remaining amount from the Customer as a debt due to the Company;
 - f. the Customer will be liable to the Company for all costs incurred by the Company in entering into the Customer's premises and recovering and/or selling the Products, including transportation and storage costs; and

- g. the Customer must advise the Company immediately of any action by any third party (including any of the Customer's creditors) affecting the Company's interest in the Products.
- 6.4 The Customer agrees that upon delivery of any Products and/or Company Property by the Company, the Customer will assume all risk in relation to those items. The Customer will indemnify the Company against any damage to, or theft of, any Products or Company Property while in the Customer's possession or during return delivery to the Company.

7 Returns

- 7.1 If the Customer does not indicate within 24 hours of receiving the Products that it is not satisfied with the Products supplied, the Customer will be deemed to have accepted those Products and may not return them.
- 7.2 The Customer may not cancel an order placed under clause 2 without the prior written approval of the Company.

8 Inability to supply/force majeure

- 8.1 The Company will not be responsible for any loss or inconvenience which may be caused by the Company's inability to supply any Products to the Customer at any particular time or place.
- 8.2 Neither the Company or the Customer will be liable for any delay in meeting, or failure to meet, its obligations under these Terms of Trade (other than the obligation to pay money) to the extent that such delay or failure is caused by any event outside its reasonable control (including, without limitation, any delay or failure caused by any act or omission by the other party).

9 Warranty

The Company does not give any warranties, guarantees or representations in respect of the Products and any warranties, guarantees or representations implied by law are excluded to the extent that it is legal to do so. In particular, but without limiting this exclusion, where Products are not of a kind ordinarily acquired for personal, household or domestic use or consumption, or the Customer acquires or holds itself out as acquiring the Products for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 are excluded from these Terms of Trade and will not apply.

10 Liability

The Company will not be liable for any loss of any kind whatsoever suffered by the Customer as a result of any breach of any of the Company's obligations under the Contract, including any cancellation of the Contract or any negligence on the part of the Company, its employees, agents or contractors, nor will the Company be liable for any loss, damage or injury caused to the Customer's employees, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Customer will indemnify the Company against any claim by any such person against the Company.

11 Freight

Where the Customer orders a Minimum Quantity, there will be no charge for freight. In all other circumstances, the cost of freight will be borne by the Customer unless otherwise agreed in writing by the Company.

12 Termination

- 12.1 The Company may at any time, at its discretion, without reason:
- decline until further notice acceptance of any orders from the Customer; and/or
 - terminate the Contract.

13 Intellectual Property rights

- 13.1 The Customer acknowledges that any and all Intellectual Property used or embodied in or in connection with the Products is and will remain the sole property of the Company.
- 13.2 The Customer will have no claim to the Company's Intellectual Property and no licence to use the Company's Intellectual Property except as otherwise agreed by the Company in writing.
- 13.3 The Customer will not 'pass off' or represent goods not supplied by the Company as the Company's Products.
- 13.4 The Customer will not adulterate or otherwise mix or contaminate any of the Products.

14 Governing Law

These Terms of Trade will be interpreted in accordance with the laws of New Zealand, which will have exclusive legal jurisdiction over any dispute in relation to these Terms of Trade.

15 General

- 15.1 The Customer is not entitled to assign its rights under the Contract without the prior written consent of the Company.
- 15.2 The Customer has no right of set off in respect of any payment to any amount due to the Company.
- 15.3 If any provision of these Terms of Trade is invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected.
- 15.4 Failure by the Company to enforce any of its rights under these Terms of Trade will not be deemed to be a waiver of any of the rights or obligations the Company has.
- 15.5 If there is inconsistency between these Terms of Trade, any order submitted by the Customer, or any other arrangement between the Company and the Customer, these Terms of Trade will prevail unless otherwise agreed by the Company in writing.

16 Signature

I _____
of _____
have read these Terms and Trade and have authority to accept these Terms of Trade on behalf of the Company.

Date

Position

Signature _____